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Contract Database Metadata Elements

Title: **Geneva, City of and Geneva Municipal Employees Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Ontario County Local 835 (2008)**

Employer Name: **Geneva, City of**

Union: **Geneva Municipal Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **Ontario County Local 835, 1000**

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AGREEMENT
BY AND BETWEEN THE
CITY OF GENEVA
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
CSEA
GENEVA MUNICIPAL EMPLOYEES UNIT
ONTARIO COUNTY LOCAL 835

1/1/2008-12/31/2010

RECEIVED 7/2/08

Agreement made this 28th day of November, 2007, by and between the City of Geneva hereinafter designated as the “Employer” and Civil Service Employees Association, Inc, Local 1000, AFSCME, AFL-CIO Ontario County Local 835, Geneva Municipal Employees Association, hereinafter designated as the “Union”.

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationship between them in accordance with the policy expressed in Section 200 of the Civil Service Law.

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

ARTICLE I Recognition

The Employer recognizes the Union as the sole bargaining agent for the representative of employees of City Hall whose positions are listed below in Section 2 of this Agreement in all matters pertaining to salaries, benefits and other terms and conditions of employment for a period commencing January 1, 2008 to December 31, 2010.

The Employer shall deduct bi-monthly from wages of each employee and remit on a monthly basis to the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12210 or its designated agent, regular membership dues and insurance premiums for those employees who authorize such deductions. The Employer shall make such deductions exclusively for CSEA as the recognized bargaining agent for employees described in Section 1 of this Article and shall not grant this privilege to any other employee organization, Union or Association.

Agency Shop – CSEA, having been recognized or certified as the exclusive representative of the employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA. The input equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deduction(s) will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

CSEA agrees to hold the City of Geneva safe and harmless because of said deduction.

The CSEA shall have the sole right to designate a representative of the CSEA Insurance Plans to visit the employees covered under this Agreement after working hours or during work breaks for the purpose of explaining the plans and/or adjusting claims, providing that the Employer is notified and assurance is given that no inordinate interruption in the work of the employees will be involved. Deductions for all CSEA Insurance Plans including Life and Sickness and Accident shall be made by the Employer.

ARTICLE II **Salary**

The pay plan for the positions and employees represented by the Association for the following three (3) years starting January 1, 2008 shall be as follows:

Wage increases of 3.5% for 2008, 3.25% for 2009 and 3.25% for 2010. Step increase (top step only): \$300.00 for years 2008, 2009 and 2010. * Must have one (1) year at top step salary by January 1 each year in order to receive this benefit the following year. Example: If you reach top step 12/15/08, then you would be eligible for this benefit January 1, 2010.

S-9 Sample Example:

2008 \$36,738 + \$300=\$37,038x 1.0350= \$38,334

2009 \$38,334 + \$300=\$38,634x 1.0325= \$39,890

2010 \$39,890 + \$300=\$40,190x 1.0325= \$41,496

a. Pay Plan 2008

						<u>After 1 year</u>
Clerk	S-5	26,722	27,597	28,697	29,664	32,507
Typist	S-6	27,597	28,697	29,664	31,226	34,068
Account Clerk	S-7	28,763	29,734	30,861	31,966	34,808
Dispatcher		31,055	31,990	32,950	33,940	36,886
Senior Typist	S-8	30,466	31,595	32,697	33,816	36,657
Administrative Aide	S-8	30,466	31,595	32,697	33,816	36,657
Computer Operator	S-9	31,595	32,697	33,816	35,491	38,334
Tax Clerk	S-9	31,595	32,697	33,816	35,491	38,334
Senior Account Clerk	S-9	31,595	32,697	33,816	35,491	38,334
Senior Clerk	S-9	31,595	32,697	33,816	35,491	38,334
E.D. Program Specialist	S-9	31,595	32,697	33,816	35,491	38,334
Deputy City Clerk	S-10	32,697	33,816	35,491	37,256	40,099
Building Inspector	S-10	32,697	33,816	35,491	37,256	40,099
Community Dev. Specialist	S-11	33,752	34,906	36,636	38,459	41,301
Engineering Technician	S-11	33,752	34,906	36,636	38,459	41,301
Principal Account Clerk	S-11	33,752	34,906	36,636	38,459	41,301
Community Assistant	S-12	35,000	36,190	37,964	39,824	42,731
Code Enforcement Officer	S-13	37,867	40,384	40,760	42,208	45,050
Deputy City Comptroller	S-13	37,867	40,384	40,760	42,208	45,050

2009

						<u>After 1 year</u>
Clerk	S-5	27,590	28,494	29,630	30,628	33,873

Typist	S-6	28,494	29,630	30,628	32,241	35,485
Account Clerk	S-7	29,698	30,700	31,864	33,004	36,249
Dispatcher		32,064	33,029	34,021	35,043	38,395
Senior Typist	S-8	31,457	32,622	33,760	34,915	38,158
Administrative Aide	S-8	31,457	32,622	33,760	34,915	38,158
Computer Operator	S-9	32,622	33,760	34,915	36,645	39,890
Tax Clerk	S-9	32,622	33,760	34,915	36,645	39,890
Senior Account Clerk	S-9	32,622	33,760	34,915	36,645	39,890
Senior Clerk	S-9	32,622	33,760	34,915	36,645	39,890
E.D. Program Specialist	S-9	32,622	33,760	34,915	36,645	39,890
Deputy City Clerk	S-10	33,760	34,915	36,645	38,467	41,712
Building Inspector	S-10	33,760	34,915	36,645	38,467	41,712
Community Dev. Specialist	S-11	34,849	36,040	37,827	39,709	42,953
Engineering Technician	S-11	34,849	36,040	37,827	39,709	42,953
Principal Account Clerk	S-11	34,849	36,040	37,827	39,709	42,953
Community Assistant	S-12	36,138	37,366	39,197	41,118	44,120
Code Enforcement Officer	S-13	39,097	41,697	42,085	43,580	46,824
Deputy City Comptroller	S-13	39,097	41,697	42,085	43,580	46,824

2010

						<u>After 1 year</u>
Clerk	S-5	28,487	29,420	30,593	31,624	35,284
Typist	S-6	29,420	30,593	31,624	33,289	36,948
Account Clerk	S-7	30,663	31,698	32,899	34,077	37,737
Dispatcher		33,107	34,103	35,127	36,182	39,953
Senior Typist	S-8	32,479	33,682	34,857	36,049	39,708
Administrative Aide	S-8	32,479	33,682	34,857	36,049	39,708
Computer Operator	S-9	33,682	34,857	36,049	37,836	41,496
Tax Clerk	S-9	33,682	34,857	36,049	37,836	41,496
Senior Account Clerk	S-9	33,682	34,857	36,049	37,836	41,496
Senior Clerk	S-9	33,682	34,857	36,049	37,836	41,496
E.D. Program Specialist	S-9	33,682	34,857	36,049	37,836	41,496
Deputy City Clerk	S-10	34,857	36,049	37,836	39,717	43,377
Building Inspector	S-10	34,857	36,049	37,836	39,717	43,377
Community Dev. Specialist	S-11	35,981	37,212	39,056	41,000	44,658
Engineering Technician	S-11	35,981	37,212	39,056	41,000	44,658
Principal Account Clerk	S-11	35,981	37,212	39,056	41,000	44,658
Community Assistant	S-12	37,312	38,580	40,471	42,454	45,554
Code Enforcement Officer	S-13	40,368	43,052	43,453	44,997	48,655
Deputy City Comptroller	S-13	40,368	43,052	43,453	44,997	48,655

Dispatcher:

The work hours for the position of dispatcher will be 40 hours per week. Overtime will be paid for any hours worked in excess of 40 hours per week. All persons employed in this position who are regularly scheduled to work 32 or more hours per week will receive benefits in accordance with the current agreement for this association.

There will be part-time dispatchers employed under this agreement and their hourly rate of pay shall be:

2008	\$14.95/hr
2009	\$15.43/hr
2010	\$15.93/hr

Shift Differential for dispatchers shall be:

- a. 3:00 PM to 11:00 PM shift – 4%
 - b. 11:00 PM to 7:00 AM – 6%
- New or promoted employees on the first step (only) in the salary schedule will receive a ½ step increase effective six (6) months from the effective date of employment/promotion. Thereafter, anniversary date(hire date) is when the employee goes to the next step.

Educational Benefits: The following educational benefits are available for employees:

Associates Degree in Related Field - \$500.00/year

Bachelor Degree in Related Field - \$900.00/year

Masters Degree in Related Field- \$1200.00/year

*This benefit is prorated based on start date and or retirement/separation of employment with the City.

*Effective January 1, 2005, all new hires degrees in related field must be approved by the City Manager.

27 vs. 26 Payroll Issue: All City of Geneva employees will be paid for the days worked in a calendar year. Salaried employees payroll reflects work for 260 days per year, but each salaried employee will be compensated for any extra day(s) worked in each year. The extra day(s) will be paid in the last payroll period of each calendar year as follows:

2008- 2 days

2009- 1 day

2010- 1 day

ARTICLE III

Longevity

The longevity feature of the Pay Plan of the Employer for the years 2008, 2009 and 2010 shall be as follows:

5 to 9 years	\$300 per year
10 to 14 years	\$600.00 per year
15 to 19 years	\$800.00 per year
Over 20 years	\$1100 per year
.....Each year over 25	\$1100 + \$50.00

Example: 26 years: \$1100.00 plus \$50.00 = \$1150.00; 30 years: \$1100.00 plus \$250.00 = \$1350.00

ARTICLE IV Retirement

The Employer shall continue to contribute to the State Employees' Retirement System on the Non-contributory 25 Year Career Plan (Section 75-g) which was effective June 28, 1971.

The Employer shall provide eligible employees' coverage under Section 75-I of the State Retirement program, to begin July 1, 1989.

The Employer shall provide the Unused Sick Leave Incentive Plan (Section 41-J) effective January 1, 1986.

ARTICLE V Retirement System Minimum Death Benefits

The Employer shall continue to provide the New York State Employees Retirement System Non-Contributory Plan for guaranteed minimum death benefit of three times annual rate of pay, but limited to \$20,000 as provided in Section 60-b of the New York State Retirement Law, which became effective July 1, 1970.

ARTICLE VI **Health Insurance**

All members of the Municipal Employees Association shall be offered Blue Choice Extended* as the base plan, pursuant to and consistent with the November 17, 1998 and February 3, 1999 City Council Resolutions and the Health Addendum as attached to those resolutions.

- Blue Choice Extended (*Note: Effective January 1, 2008 Excellus Blue Cross/Blue Shield of Rochester eliminated Blue Choice Extended, employees afforded this plan were automatically placed into Blue Choice Select)
- Blue Choice Select
- Blue Cross/Blue Shield - Blue Million
- Blue Choice Value

The benchmark (base plan) shall be Blue Choice Extended employees hired on or after January 1, 1999. Base plan for employees shall be Blue Choice Value for all employees hired on or after January 1, 2005.

The Municipal Employees Association will allow the City of Geneva the option to pursue other programs equal to the Blue Cross/Blue Shield prescription plan now in effect. Any new prescription program must receive the approval of the Municipal Employees Association and the City of Geneva.

The parties agree to cooperate in efforts to contain health care costs while maintaining the present benefit structure, and shall evaluate in good faith the merits of a consortium health insurance feasibility study with City of Canandaigua and support & continue supporting our health care insurance ad hoc committee. Any new health insurance language will be negotiated through the health insurance ad hoc committee since all bargaining units are affected by this benefit. If the ad hoc committee fails to reach an agreement by 1/1/09, negotiations will be considered open for this issue only. Any changes to the collective bargaining agreement shall be by mutual consent.

Health Insurance Addendum

A. Health Insurance for Employees

- a. This provision switches the base plan health insurance for all full-time employees from Blue Million(Million) to Blue Choice Extended (hereafter Choice). New employees hired on or after January 1, 2005, base plan for all full-time employees shall be Blue Choice Value Plan and once a retiree reaches age 65 Blue Choice Senior or an equivalent will cover a single plan.
 - b. A vested right to receive health insurance will exist for employees of this unit who attain twenty years of service with the City of Geneva. They would retain the right to receive health insurance in their retirement on the same basis as their employment, benefits and co-pay status and consistent with Council resolutions, including the November 17, 1998, December 15, 1998, and February 3, 1999 resolutions. The right to receive health insurance includes this, or a comparable plan, in their retirement, as further defined below and in a manner consistent with the vesting health insurance benefits for retirees.
 - c. In exchange for switching the health insurance base plan a) the City is including, as part of the wage settlement, a 1% increase in the 1999 wage increment; and b) employees with twenty years of service with the City are given an irrevocable vested right to receive health insurance in their retirement consistent with their employment, benefit and co-pay status.
 - d. Co-pays for Choice are as follows:
 - Employees hired prior to January 1, 1993 have no required premium co-pay.
 - Employees hired on or after January 1, 1993 shall be required to pay, through payroll deduction, 40% of the monthly health premium costs for the first 3 years, 30% for the 4th and 5th years, and 20% indefinitely thereafter.
 - Employees hired before January 1, 2005 may change their health insurance plan to Blue Choice Value with the co-pays noted in the contract and can revert back to Blue Choice Extended or Select during any open enrollment period with the same co-pays noted in the contract consistent with the employees hire date. Note: No change in health benefits for current employees hired prior to January 1, 2005.
 - Employees hired on or after January 1, 2005 shall be required to pay 45% of the monthly premiums for the first three (3) years, 35% for years four (4) and five (5) and 25% for years six (6) and indefinitely thereafter.
 - e. Should any employee wish to remain with Million (or switch to Million), that right would exist, provided the employee pays the entire difference between the City's Choice cost for that employee and the then current cost of the Million coverage. This right would also redound to the employee during retirement, provided the service time provision required for vesting is met.
 - f. The vested right given the employee is based upon the category and type of insurance he/she was eligible for. That is, if the employee was eligible for family coverage in Choice, but chooses a less expensive, single person coverage, the vested right is in the Choice family coverage.
- B. Additional Health Insurance Provision for Retirees – In addition to the provisions listed above in the section on Health Insurance for Employees, the following would also apply to Retirees who have vested rights:
- a. For Retirees, the City Council will reserve, at any time, the right to establish a new “floor” at a level not less than the City's contribution to Retiree's health insurance premium for the prior year. Absent such action, the City would pay increases in the cost of the health insurance premium consistent with the above, including any applicable former employee's co-pay requirement. Other provisions for current employees that relate to the health insurance program, such as the switching or buy-out provisions would hereafter be extended against the cost of Choice.

- b. If a Retiree chooses a local insurance program that is less expensive than the amount of Choice, the City will pay the cost of that insurance alternative subject to the Retiree benefit level and matching or co-pay status.
 - c. Retirees have the right to switch to Blue Cross Complimentary coverage, or an equivalent, when they reach the age of 65. Employees hired on or after January 1, 2005, once the employee reaches age 65-Blue Choice Senior or an equivalent will cover them-single coverage.
 - d. All Retirees who find other employment wherein the new employer offers health insurance to the Retiree, shall not be eligible to participate in the City Retiree health insurance program until such time as they are no longer working in a situation where health insurance is provided. When health insurance is no longer available due to a change in employment status, the Retiree would have the right to opt back into the City plan, without any loss of benefits described herein, at the next available election date.
 - e. If a Retiree has a spouse who also works for the City, then there shall only be one health insurance benefit provided. Retirees would be required to certify their status.
- C. Significant Change In Employee Health Insurance- In the event of a significant change in the base health insurance plan, the City will make all reasonable good faith efforts to identify other plans that are comparable to the base plan and such plans will be offered to the employees. If there is disagreement regarding this issue, between the City and the employees, this shall be considered to be a re-opener, but only for this issue.

Buy-out, Switching and Shared Savings Procedures

Employees who are eligible to be enrolled in the City's health plan may be eligible for shared savings payment from the City if they choose to be covered under their spouse's insurance plan or if the employee chooses a less expensive medical plan offered by the City. Note that the only exception to eligibility is where spouses are also employed by the City of Geneva. The City prohibits duplicate insurance coverage and benefits that would be derived from such a situation. This buy-out option is subject to the following conditions:

- a. In order for an employee to receive compensation in lieu of City-provided health insurance, the employee must be covered by alternative health insurance coverage and provide evidence of that coverage.
- b. Notification to take the buy-out option and copy of alternative coverage must be made in writing to the City Personnel Office and will become effective when coverage under the spouse's plan is in force.
- c. The employee must remain without coverage for at least six (6) months to receive the lump sum payment. This payment will be made on the last pay period following the six (6) month requirement has been met and will be subject to applicable withholdings. The City pays this benefit twice a year as follows: January 1 to June 30 and July 1 to December 31. Contact the Personnel Office if there are any questions regarding this benefit.
- d. The amount of the payment will be equal to 50% of the premium savings by the City. As of January 1, 1996 the premium shall be defined as the lowest cost 2-person plan offered by the City which is Blue Choice Select. Employees hired on or after January 1, 2005 the lowest cost 2-person premium shall be associated with coverage under Blue Choice Value...No buy-out option unless the employee does not accept our health insurance plan. All employees hired before January 1, 2005, the premium shall be

defined as the lowest cost two (2) person plan offered by the City, which is Blue Choice Value. The effective date for this change will be the ratification of this contract.

- e. If the employee, after choosing the buy-out option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstances (e.g. spouse loses job and consequently health care coverage) the employee may pick up coverage from a City-sponsored plan subject to limitations imposed by the carrier.
- f. If the employee chooses to pick up coverage premature of his/her anniversary date, then 1) he/she forfeits the lump sum payment entirely if he/she opted out for six (6) months or less; 2) he/she receives an amount prorated by month if he/she opted out for more than six (6) months.
- g. An employee has the right to renew health care coverage at open enrollment-January 1st of each year, even if he/she opted out of coverage for more than twelve (12) months.

Health Insurance Consortium:

The parties agree to cooperate in efforts to control health care costs while maintaining the present benefit structure, and shall evaluate in good faith the merits of a consortium health insurance plan. Any changes to the collective bargaining agreement shall be by mutual consent.

ARTICLE VII Vacation Schedule

Vacation shall be calculated on a calendar year basis, except for the new hires first year is prorated as noted below:

Start date* up to December 31 st year hired	1 week
January 1 st following date of hire through 4 years.....	2 weeks
5-12 years.....	3 weeks
13-19 years.....	4 weeks
20-27 years.....	5 weeks
28 years and over.....	5 weeks and 1 day, then 1 additional
day for each additional year of service—maximum five days added	

NOTE: To compute vacation eligibility on a calendar year basis, take the year of hire and add years of service.
(Example: year of hire + 5 years for 3 weeks vacation)

* New hire calculation: prorate vacation at one half-day (1/2 day-3.5 hours) per month if start before 15th of each month, then January 1 of each year, employee would receive vacation time on a calendar basis per the chart.

Example: start date: August 5, 2005...vacation prorated as 2.5 days (17.5 hours), then January 1, 2006 to December 31, 2009.....2 weeks (70 hours) for the calendar year, January 1, 2010—3 weeks

The City may, upon written approval of their Supervisor and City Manager, reimburse employees for unused vacation days. All requests for buy-back or rollover of unused vacation time must be in writing and submitted no later than December 1st of each contract year. If an employee is eligible for three (3) weeks vacation based on criteria stated in Section 7 – Vacation Schedule, then a maximum of ten (10) days of unused vacation days can be used as buyback and/or rollover.

If an employee is eligible for two (2) weeks vacation based on criteria stated in Section 7 – Vacation Schedule, then a maximum of five (5) days of unused vacation days can be used as a buyback and/or rollover. A

maximum of five (5) unused vacation days may be used as a rollover to the following year, but must be used within that year.

ARTICLE VIII

Holidays

The City will provide in addition to the present 12 day holiday schedule, ½ day holiday immediately prior to Christmas, ½ day holiday immediately prior to New Year’s Day and ½ day holiday on Good Friday. Under the present holiday schedule, the City agrees to grant the day after Thanksgiving as a holiday in lieu of Election Day.

In addition to holidays and vacation schedule, four (4) Personal days will be authorized for 2008,2009,2010. In conjunction with attendance incentive to begin 1/1/2009, up to five (5) personal days will be authorized (see language under attendance incentive). Personal days(leave) is not accumulated and is a benefit termed “use it or lose it”. It is not paid out at retirement, resignation or termination. (This is the current practice, but clarifies this benefit upon leaving employment with the City for any reason). Prorate personal days for new hire—one (1) day per quarter if hired before the 15th of the last month in the quarter. The current Holidays recognized by the City shall be:

½ day before New Years	Labor Day
New Years Day	Columbus Day
Martin Luther King’s Day	Thanksgiving Day
President’s Day	Day after Thanksgiving
½ day Good Friday	Veteran’s Day
Memorial Day	1/2 day before Christmas
Independence Day/Fourth of July	Christmas Day
	Day after Christmas

ARTICLE IX

Sick Leave

All employees covered by this Agreement shall accumulate one sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred sixty-five (165) days toward retirement. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. In order to receive sick leave, the Employer must be notified before start of the work day.

Serious illness of a husband, wife, child or other dependent, may warrant use of sick leave by an employee, with the approval of the immediate supervisor or his/her designee. An employee may use up to three (3) days of Sick Leave accruals for family illness. Sick leave under this provision will not be unreasonably denied.

The City agrees to reimburse employees for sick time on the following basis: To qualify the employee must have a minimum of ten (10) years service and have accrued at least fifty (50) sick days. Effective January 1, 2005-new hires must have twenty (20) years of service to qualify for this benefit.

The employee shall receive payment as follows up to a maximum 285 days.

1- 125 days @ \$30/day
126-150 days @ \$50/day

151- 285 days @ \$75/day

This benefit will be paid in full to the employee upon retirement, leaving employment with the City for any reason except for termination by Employer for cause, or upon death of said employee, in which case the benefit will be paid to the employee's estate.

Attendance Incentive: The attendance incentive shall provide for an annual pay-out for perfect attendance as follows:

- 0 Sick days used per year - \$500.00 plus one additional personal day to be banked and used the following year. The use of this personal day would be consistent with contract language noted in Article VIII (Personal Days)-page 10. If no sick days are used in 2008, then the employee would receive another personal day for 2009.
- 1 Sick day used per year - \$250.00
- 2 Sick days used per year - \$100.00

Members of this bargaining unit who have at least 150 sick days accumulated, the use of one (1) sick day per year would be "excused" given the provisions of the sick leave incentive payment schedule.

*The sick leave incentive benefit is prorated based on start day and/or retirement/separation of employment from the City.

Union Leave— The Union President or his/her designee and one (1) other delegate shall be allowed six (6) days per year with pay to attend union events; regional meetings, conventions, training sessions, etc. The President of the Association shall file written notice in the Office of the City Manager fifteen (15) days prior to the day upon which such leave is to be used and shall specify the name(s) of the members designated, date(s) requested and location of the function attended. No more than two individuals (who may not be from the same department) may be at any event or activity. This time shall also be applied to union negotiations, except that the two-person limit shall not apply.

ARTICLE X DBL Insurance

The City of Geneva will furnish DBL Insurance to all members of the bargaining unit computed at statutory limits of insurance.

ARTICLE XI Funeral Leave

In the event of a death in the immediate family of the employee, he/she shall be entitled, when so required, to the next three days with regular pay (Saturday & Sunday to be included) but without pay unless it is regularly scheduled work day to arrange for or to attend the funeral and burial. Immediate family shall be deemed to be: husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law and significant other. Employees shall be entitled to one (1) day with pay, when so required, in the event of the death of an aunt, uncle, niece, nephew, cousin. The foregoing time shall not be deductible from sick leave or vacation time. Due to extenuating circumstances, one additional day may be granted at the sole discretion of the Department Head. His/her decision is not grievable or arbitrable.

Employees shall be granted half-day (1/2) with pay when so requested, to act as a pallbearer or honorary pallbearer, or to attend the funeral of a friend or neighbor. A maximum of two (2) half days (1/2) per year

(seven- 7 hours total) will be granted, but any additional requests may be granted and approved at the discretion of the employee's department head.

ARTICLE XII

Grievance Procedures

Discharge and Discipline

- (a) The Employer agrees that upon the discharge or discipline of employee, to notify the President of the local Union in writing within three (3) working days of any action taken in discharging or disciplining said employee.
- (b) Except for fraud or any felony where the statute of limitations has not expired, an employee shall not be disciplined for acts which occurred more than ninety (90) calendar days prior to the imposition of the discipline, unless discovered more than ninety (90) days after its occurrence, in which case discipline may be imposed within sixty (60) calendar days of such discovery.

Disciplinary Action

- (a) Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedures, including the arbitration step, if necessary.

The Grievance and Arbitration procedures contained in Section 12 of this Agreement are the exclusive remedies for grieving the discipline and discharge of bargaining unit employees.

- (b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the division, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and steward.

Appeal of Discharge or Discipline

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the arbitration procedures of this Agreement.

Use of Past Record

- (a) In imposing any discipline on a current charge other than charges of drinking and accidents caused through the operation of the Employer's vehicle, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- (b) If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Grievance Procedures

An employee with grievance in connection with his/her employment or the Union President with an alleged violation of this agreement, shall present it to the Employer as follows:

Step 1: The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward to the Department Head of the department to which the employee is associated within seven (7) work days after the supervisor's response is due. The department head shall respond to the Union Steward in writing within five (5) working days after receipt of the grievance.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union President, Union representative, or Union grievance chairman to the City Manager in writing within seven (7) working days after the response of the Division Superintendent is due. A meeting between at least two (2) representatives of the Union and the City Manager will be arranged to discuss the grievance within five (5) working days from the date the grievance is received by the City Manager.

- a. The Union representatives may meet at a place designated by the Employer, on the Employer's property immediately preceding the meeting with the representatives of the Employer.
- b. The local President, or his representative, shall be allowed time off for his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer. Time for investigation is the afternoon of the last working day of the week.

Step 4: If the grievance is still unsettled and the Union feels that the matter should be carried further, it shall be referred to the Union Council. The Council, upon review, may, within thirty (30) days of the City Manager's answer, refer the matter to the New York State Public Relations board for the selection of an impartial arbitrator in accordance with their rules of procedure to be selected by the Union and the Employer to determine the dispute.

- a. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- b. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of the Agreement.
- c. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, such party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE XIII **Change in Procedure**

The present rules, regulations, benefits, and practices of the Employer will be continued.

ARTICLE XIV **No Strike**

The Association affirms that it does not assert the right to strike against the Employer, and agrees that it will not assist or participate in any such strike, or impose upon any of its members or others an obligation to conduct, assist or participate in such a strike.

ARTICLE XV

City Affairs

The provisions of this Agreement shall be expressly limited to salaries, benefits, and other conditions of employment of Association member employees of the City of Geneva, and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this Agreement.

ARTICLE XVI

Working Hours

The minimum working hours of salaried employees, other than Department Heads, is 35 hours per week for the following offices: Police Clerks, City Clerk's Office, Department of Finance, Code Enforcement, and office Employees of the Department of Public Works. All other employees, Police Officers, Fire Drivers and Department of Public Works employees covered by respective contracts will work hours specified by these departments or their contracts. The working hours to meet the departmental requirements are set by the Department Heads subject to approval of the City Manager.

The City will have the option to implement a 37.5 hour work week for all bargaining unit employees upon 30 days written notice to the Association and all affected employees.

Upon implementation of this option, an immediate 7.5% increase in current base salaries for each bargaining unit employee will occur.

Upon 30 days written notice to the Association, the City may revert back to a 35 hour work week with a corresponding 7.5% decrease in salary of all employees in the bargaining unit.

ARTICLE XVII

Jury Duty

Employees covered by this agreement who are selected for jury duty shall receive paid leave when attendance as a juror is required by the court on a regularly scheduled working day(s) of the employee.

Employees on such leave will remit to the employer all remuneration received for jury duty service, with the exception of monies paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty, as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the employer's judgement, such request is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required during his/her normal working hours. The employee must return to work upon release from jury duty and must provide documentation of time served. All documentation must be submitted to his/her Department Head.

ARTICLE XVIII

Tuition Reimbursement

Employees covered by this agreement shall be reimbursed up to five hundred dollars (\$500.00) per year for courses taken and successfully completed at an accredited institution of higher learning. Employees will present the Office of the Comptroller and Personnel Office with a cash receipt and documentation of successful course completion (passing grade). The employee will receive reimbursement no later than thirty (30) days after the required documentation is submitted.

Courses need to be job related and approved by the employee's Department Head and Personnel Office. Disputes concerning this Article can be appealed to the City Manager. Final decision by the City Manager is not grievable.

ARTICLE XVII

Time Schedule for Negotiations

It is mutually agreed by the Employer and the Association that the following time schedule be established for 2010 negotiations.

By February 16, 2010 Geneva Municipal Employees Association present their requests
In writing.

By March 16, 2010 City of Geneva presents counter offer

By April 16, 2010 First face to face negotiating session

Both parties agree to avoid delay or postponement.

ARTICLE XVIII

New Positions

Community Aide (S-12 starting salary \$35,000) with a 40 hour work week, title and classification pending Civil Service jurisdictional review and approval. Title approved for 2008 budget.

Written notification to the Association informing said Association of any changes to the existing Pay Plan positions and/or salary changes when such changes are made subsequent to an existing ratified Agreement.

ARTICLE XIX

Transportation Reimbursement

Employees will be reimbursed at the published IRS rate for all City authorized travel in their own vehicle (effective after the date of ratification by both parties).

ARTICLE XX

Designated Training Position for Dispatch Center

The City shall allow trainers to receive a stipend (amount noted below) paid out for the completion of each training session. The Police and Fire Chiefs will certify a list of dispatch trainers that have officially trained any new full-time or part-time dispatcher. This list will be certified in writing to the Personnel Office with the specific names for trainers and days. The list will be given to the Comptroller's Officer for payment. A stipend of \$15.00 per day (not to exceed the amount given to the specific department) is paid to any dispatcher who is assigned as a trainer to train new hired dispatchers. The Fire Department will receive a maximum of \$2000.00 and the Police Department will receive a maximum of \$2000.00 for each year of the contract.

ARTICLE XXI

SICK BANK (MEA EMPLOYEES ONLY)

- A. The Sick Leave Bank provision will be managed by an Executive Board member of the Unit, who will be appointed, from time to time, by the total Executive Board of AFSCME Local # 1000, CSEA, Geneva Municipal Employees Unit Ontario County Local 835.
- B. When an employee has exhausted his/her sick leave in its entirety and all other forms of paid leave, then and in that event, said employee may then appeal to the Union members for contributions from them.
- C. All contributions by members of this MEA bargaining Unit will be voluntary and confidential. An appeal to the members must also indicate and clearly state the estimated number of sick days that might be required and needed.
- D. The Executive Board member (manager of the bank) will keep a written record of the members contributing and the number of days donated by each member. The time actually used by the requesting employee will be selected at random from those contributing and deducted from their remaining sick time.
- E. The Union does request that any contributions made under this provision would not influence "Sick Leave Incentive" provision of this Labor Agreement.
- F. The operation and manner in which this provision is utilized is a sole function of the Union Local and as such is not grievable or arbitrable by any employee.
- G. Any and all decisions made by the Executive Board in implementing this provision will be final and also are not subject to a grievance or arbitration.
- H. Irrespective of what request is made by any union member for sick time under this provision, said member cannot assume that his/her request was granted until such time as that member receives written confirmation to that member as to how much time has been donated and which individuals contributed.
- I. Both the Union Local and its member acknowledge that in as much as the Employer has not participated in this procedure, neither the Local nor any of its members shall have any redress whatsoever to the Employer as to its implementation.

A memo from the union executive board members will be given to the City Manager once the sick leave bank has approved time for an employee. This will be kept for recordkeeping purposes only.

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers the day and year first written above.

For: City of Geneva

By _____
 Jennifer L. Slywka, Acting City Manager Date

For: The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Ontario County Local 835 City of Geneva Municipal Employees Association

By _____
Edward George, CSEA Unit President Date

By _____
Robert L. Leonard, CSEA Labor Relations Specialist Date